



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the undersigned participation in this Sturgis 5K, the undersigned hereby agrees to release, defend, indemnify and hold harmless the Sturgis 5K, and any promoters, organizers, officials, advertisers, sponsors, clubs, participants, volunteers, owners, lessees, or occupants of premises or property used to conduct the event, sanctioning organizations, any affiliates, subsidiaries, or parents thereof, including, but not limited to, their officers, employees, agents, representatives, and attorneys (collectively referred to herein as "RELEASEES"), from and against all liability to the undersigned, their costs, and expenses, including actual attorney's fees, for bodily and/or emotional injury (including death) or damage to property, whether caused by the negligence or gross negligence of the RELEASEES or otherwise and whether based in contract, tort, or under a theory of strict liability, arising out of or in any way connected with participation in this Sturgis 5K.

1. Participants are prohibited from consuming alcohol or taking illegal drugs.
2. The Sturgis 5K reserves the right to decline, accept, or retain any participant at any time for any reason.
3. The Sturgis 5K will not be canceled due to inclement weather conditions.
4. By signing this form, the undersigned certifies that they do not have any physical, mental or other condition or disability or that they are not taking any medication which may adversely affect their coordination or alertness that could or would create a hazard for the undersigned or any other participant.
5. I assume all risks associated with participating in the Sturgis 5K, including but not limited to: falls, contact with other participants, the effect of the weather, including hot temperatures/high winds/rain/hail/traffic and the conditions of the route.
6. I grant permission to all of the foregoing to use my photographs, motion pictures, recording or any other record of this event for any legitimate purpose.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.